

TV TRANSLATOR REBROADCAST AGREEMENT

This TV TRANSLATOR REBROADCAST AGREEMENT (this "Agreement") is entered into effective as of the 10th day of August, 2009, by and between LIVING FAITH MINISTRIES, INC., a Virginia corporation ("Living Faith"), and SOUTH CENTRAL COMMUNICATIONS CORPORATION, an Indiana corporation ("South Central").

WHEREAS, Living Faith is the licensee of Full Power Commercial Digital Television Station WAGV(TV), Harlan, Kentucky (FCC Facility ID 37809) ("WAGV");

WHEREAS, South Central is the licensee of Low Power Analog Translator Stations WJZC-LP, Sevierville, Tennessee (FCC Facility ID 61052) ("WJZC"), and WEZK-LP, Knoxville, Tennessee (FCC Facility ID 61017) ("WEZK", and together with WJZC, the "Translators");

WHEREAS, on the date hereof, Living Faith and South Central have entered into that certain Asset Purchase Agreement ("APA") pursuant to which South Central has agreed to sell to Living Faith, and Living Faith has agreed to purchase from South Central, the licenses and certain assets used in the operation of the Translators, subject to prior FCC approval;

WHEREAS, prior to the consummation of the sale of the Translators to Living Faith, Living Faith desires for the Translators to rebroadcast the programs and signal simultaneously transmitted by WAGV, and South Central desires to rebroadcast such programs and signal on the Translators;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term. The term of this Agreement (the "Term") will begin upon Living Faith establishing the technical facility and capability for delivery of the broadcast programming and signal of WAGV to the Translators (the "Commencement Date") and will continue until the earlier of (a) the "Closing" as defined in the APA; (b) the expiration or termination of the APA; (c) a material breach of this Agreement provided that the non-defaulting party has first provided the defaulting party with written notices specifying the event of default and such default remains uncured for fifteen (15) days; (d) termination pursuant to Section 7; or (e) termination pursuant to Section 16.

2. Rebroadcast. Immediately upon the Commencement Date and throughout the Term of this Agreement, and subject to Section 20, South Central hereby desires to and agrees to rebroadcast WAGV's programming, simultaneously with the WAGV broadcast, in its entirety

and without interruption, additions, insertions, alteration, or deletions. Pursuant to Section 74.784 of the rules of the Federal Communications Commission (“FCC”), Living Faith hereby consents to the rebroadcast of WAGV’s programming on the Translators.

3. Access and Equipment. During the Term, South Central shall provide Living Faith access to the technical and other facilities used in connection with the Translators for purposes of establishing and maintaining the delivery of WAGV’s broadcast programming and signal to the Translators. To the extent possible, South Central’s existing reception equipment shall be used for reception of WAGV for purposes of rebroadcast on the Translators; provided however, that if Living Faith in its sole discretion determines that additional reception equipment is required, South Central shall permit Living Faith to install, use, and maintain such equipment (including satellite dishes and off-air reception antennas, which in all cases shall remain the property of Living Faith) at the transmitter locations of the Translators.

4. Rebroadcast Fee. On a monthly basis, Living Faith shall pay South Central a fee of [REDACTED] (the “Rebroadcast Fee”). The Rebroadcast Fee shall be first due within five (5) days after the Commencement Date (prorated as necessary), and then on the fifth (5th) day of each calendar month thereafter. The Rebroadcast Fee shall [REDACTED]

5. Station Identification. Living Faith shall identify the call letters and locations of the Translators in accordance with Section 74.783(a)(2) of the FCC’s rules, and Living Faith shall keep in WAGV’s public inspection file a notation of the Translators’ call letters, locations, and the name address and telephone number of South Central or its service representative to be contacted in the event of malfunction of the Translators.

6. Rebroadcast Notification. Pursuant to Section 74.784 of the FCC’s rules, South Central shall notify the FCC that the Translator stations are rebroadcasting WAGV.

7. Termination Upon Order of Governmental Authority. If this Agreement is challenged at the FCC, the parties shall jointly defend the Agreement and the parties’ performance thereunder throughout all FCC proceedings. If portions of this Agreement do not receive the approval of the FCC staff, then the parties shall try in good faith to reform the Agreement as necessary to satisfy the FCC’s concerns. If the parties are unable to reform the Agreement as necessary to satisfy such concerns, this Agreement shall terminate.

8. Representations, Warranties and Covenants.

(a) Authority. Living Faith and South Central each represent and warrant to the other that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) this Agreement is binding upon it, and (iii) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or

constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

(b) Incorporation of APA Representations and Warranties. The parties hereby agree that all of the representations and warranties set forth in the APA are incorporated herein by this reference and a breach of such representation or warranty in the APA shall operate as a breach of representation of this Agreement.

9. Modification and Waiver; Remedies Cumulative. No modification of any provision of this Agreement will be effective unless in writing and signed by all parties. No failure or delay on the part of Living Faith or South Central in exercising any right or power under this Agreement will operate as a waiver of such right or power, nor will any single or partial exercise of any such right or power or the exercise of any other right or power operate as a waiver of any right or power herein conferred. Except as otherwise provided in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies which a party may otherwise have.

10. Assignability; No Third Party Rights. The rights and obligations of South Central and Living Faith under this Agreement may not be assigned or delegated without the other party's written consent, which shall not be unreasonably withheld or delayed. The covenants, conditions and provisions hereof are and shall be for the exclusive benefit of the parties hereto and their permitted assigns, and nothing herein, express or implied, is intended or shall be construed to confer upon or to give any person or entity other than the parties hereto and their permitted assigns any right, remedy or claim, legal or equitable, under or by reason of this Agreement.

11. Governing Law. This Agreement shall be governed by, and enforced and construed under and in accordance with, the internal laws of the State of Tennessee, without giving effect to the choice-of-law principles of said State. Any disputes arising out of this Agreement or the transactions contemplated herein shall be resolved in the state or federal courts situated in Knox County, Tennessee and the parties consent and submit to the exclusive jurisdiction of such counties.

12. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed a duplicate original and all of which, taken together, shall constitute one and the same Agreement. All counterpart signature pages may be delivered by facsimile or electronic signature and shall have the same force and effect as if an original signature were being delivered.

13. Notice. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any party pursuant to this Agreement shall given or made pursuant to the notice provision in the APA.

14. Entire Agreement. This Agreement, together with its appendices and the APA, embodies the entire agreement, and supersedes all prior oral or written understandings, between the parties with respect to the subject matter of this Agreement.

15. Relationship of Parties. Neither the Living Faith nor South Central will be deemed to be the agent, partner, or representative or joint venturer of the other party to this Agreement, and neither party is authorized to bind the other to any contract, agreement, or understanding.

16. Force Majeure. The failure of either party hereto to comply with its obligations under this Agreement due to acts of God, strikes or threats thereof, or a force majeure, or due to causes beyond such party's control, will not constitute nonperformance or a breach of this Agreement, and neither party will be liable to the other party therefor, except that: any resulting failure of South Central to rebroadcast WAGV for a continuous period of seventy-two (72) hours or more at any time during the Term shall entitle Living Faith to terminate this Agreement by providing South Central written notice. Living Faith and South Central each agree to exercise its best efforts to remedy the conditions described above as soon as practicable.

17. Subject to Laws, Partial Invalidity. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. If any provision in this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if it did not contain such invalid, illegal, or unenforceable provision.

18. Headings. The headings of the various provisions of this Agreement are included for convenience only, and no such heading shall in any way affect or alter the meaning of any provision.

19. Successors and Assigns. Subject to the provisions of Section 10 above, this Agreement shall be binding upon, and inure to the benefit of, each party's successors and assigns.

20. Control. Notwithstanding any other provision of this Agreement, Living Faith recognizes that South Central has certain obligations to operate the Translators in the public interest. South Central shall retain the right to interrupt programming in case of an emergency or for programming which, in the good faith judgment of South Central, is of greater local or national public importance. Notwithstanding any contrary provision contained in this Agreement, and consistent with South Central's obligations as FCC licensee, South Central shall have the right to delete any material contained in any programming or commercial matter that South Central determines in good faith is unsuitable for broadcast or the broadcast of which South Central believes in good faith would be contrary to the public interest.

[Signatures appear on following page]

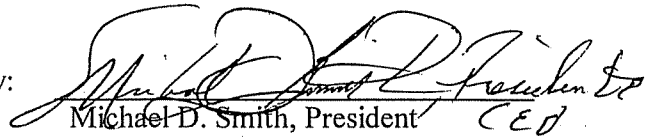
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

SOUTH CENTRAL
COMMUNICATIONS CORPORATION

By: _____
J.P. Engelbrecht, CEO

Date: _____

LIVING FAITH MINISTRIES, INC.

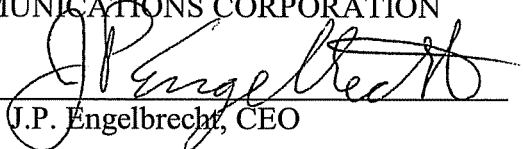
By: 
Michael D. Smith, President CEO

Date: 8/12/09

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

SOUTH CENTRAL
COMMUNICATIONS CORPORATION

By: _____


J.P. Engelbrecht, CEO

Date: _____

8-5-08

LIVING FAITH MINISTRIES, INC.

By: _____

Michael D. Smith, President

Date: _____